

**Belvedere:**  
*Jerry Butler*

November 18, 2004

**Corte Madera:**  
*Melissa Gill*

**TO:** Transportation Authority of Marin Commissioners

**Fairfax:**  
*Lew Tremaine*

**RE:** Measure A Cooperative Agreement with the Marin County Transit District and Allocation to Marin County Transit District for Projects Funded Under Strategy 1 – Agenda Item 8

**Larkspur:**  
*Joan Lundstrom*

Dear Commissioners:

**Mill Valley:**  
*Dick Swanson*

Measure A was approved by the voters on November 2, 2004. TAM and the Marin County Transit District (MCTD) will develop detailed plans in the coming year for implementation of Strategy 1 regarding local bus transit. MCTD will develop a Short Range Transit Plan, and TAM will develop a Strategic Plan.

**Novato:**  
*Pat Eklund*

**Ross:**  
*Tom Byrnes*

The attached Cooperative Agreement enables MCTD to be an eligible recipient of Measure A funds from TAM. Actual expenditure authorizations will be approved by TAM by Resolution. The attached letter from MCTD outlines their requested allocation. The attached Resolution provides funding to continue existing services managed by MCTD at current levels for an eighteen-month period, during which considerable evaluation and planning will take place in the two planning efforts described above.

**San Anselmo:**  
*Peter Breen*

**San Rafael:**  
*Al Boro*

**Sausalito:**  
*Amy Belser*

**Tiburon:**  
*Alice Fredericks*

Strategy 1 is divided into 4 programs, and the plan provides that each program be allocated a specific percentage of funding over the 20-year life of the sales tax. The sales tax will take effect on April 1, 2005. This lag between expenditures and revenues will be rectified in planned expenditures for each program in the upcoming Strategic Plan. MCTD is not requesting any funding for Program 4 during this interim period prior to the plans being developed, since they have no existing commitments to continue.

**County of Marin:**  
*Susan Adams*  
*Hal Brown*  
*Steve Kinsey*  
*Cynthia Murray*  
*Annette Rose*

Prior to distributing funding to MCTD, TAM must enter into two contracts with the Board of Equalization regarding sales tax collection. With those contracts in place TAM will need to obtain bridge financing to make payments in advance of sales tax receipts.

The attached Resolution authorizes an expenditure of \$9,359,000.

### **Recommendation**

1. Adopt Cooperative Agreement No. 2004-01 between the Transportation Authority of Marin and the Main County Transit District for Programs Funded Through Strategy 1 of Measure A, the Marin County Sales Tax Expenditure Plan.

2. Adopt Resolution 2004-06 Allocating Measure A, Strategy 1 Funds for the period November 1, 2004 to June 30, 2006.

Respectfully Submitted,

Craig Tackabery  
Executive Director

Attachments:

1. Cooperative Agreement No. 2004-01
2. Resolution 2004-06

**COOPERATIVE AGREEMENT  
NO. 2004-01**

**BETWEEN  
THE TRANSPORTATION AUTHORITY OF MARIN  
AND  
THE MARIN COUNTY TRANSIT DISTRICT  
FOR  
PROJECTS FUNDED THROUGH STRATEGY 1 OF MEASURE A,  
THE MARIN COUNTY TRANSPORTATION SALES TAX EXPENDITURE PLAN**

**THIS AGREEMENT** is made and entered into this November 23, 2004, by and between the **MARIN COUNTY TRANSIT DISTRICT (MCTD)** and the **TRANSPORTATION AUTHORITY OF MARIN (TAM)**.

**RECITALS**

- 1) The Marin County Measure A has authorized TAM to expend monies for local bus transit in Marin County through Strategy 1.
- 2) The precise total dollar amount and scope of work of any project performed by the MCTD under this AGREEMENT is specified in a separate TAM resolution, as requested by MCTD. Such resolution shall be passed by TAM each year this AGREEMENT continues.

**SECTION I**

**MARIN COUNTY TRANSIT DISTRICT AGREES:**

1. To apply any funds received under this AGREEMENT for PROGRAMS in a manner as specified in the relevant resolution as approved by TAM, and as reviewed and approved by MCTD on an annual basis.
2. To return any unexpended funds received under this AGREEMENT upon completion of the specified PROGRAM.
3. To apply all interest accrued from funds received under this AGREEMENT toward the specified PROGRAM.
4. To allow TAM to audit all expenditures relating to any PROGRAMS funded through this AGREEMENT. For the duration of the PROGRAM, and for one (1) year following completion of the PROGRAM, MCTD will make available to TAM, all records relating to expenses incurred in performance of this AGREEMENT.
5. To prepare a report on an annual basis which itemizes the expenditure of the funds resulting from the PROGRAM.

## **SECTION II**

### **TAM AGREES:**

1. Provided MCTD is in compliance with the terms of this AGREEMENT, to furnish funding for PROGRAMS to MCTD in the amounts specified in a Resolution referring to this AGREEMENT.
2. To make payments to MCTD within 30-days of receipt of a requisition from MCTD.

## **SECTION III**

### **IT IS MUTALLY AGREED:**

- 1) Term: The term of this AGREEMENT will remain in effect until terminated as provided in Paragraph 2.
- 2) Termination: Either party hereto may terminate this AGREEMENT for any reason by giving ninety- (90) calendar day written notice to the other party.
- 3) Mutual indemnification: It is mutually understood and agreed, that each party shall indemnify, defend and hold harmless from any and all liabilities including, but not limited to costs and attorneys fees, arising from any and all claims and losses to anyone who may be injured or damaged by reason that of that party's willful misconduct or negligence in performance of this agreement.
- 4) Notices: Any notice which may be require under this AGREEMENT shall be in writing, shall be effective when received and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

Transit Manager  
Marin County Transit District  
PO Box 4186  
San Rafael, CA 94913-4186

Executive Director  
Transportation Authority of Marin  
PO Box 4186  
San Rafael, CA 94913-4186

- 5) Additional Acts and Documents: Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the AGREEMENT.
- 6) Integration: This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this AGREEMENT, and no representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 7) Amendment: this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.
- 8) Assignment: The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party. The AGREEMENT shall be binding upon the successors, assigns or transferees of TAM or MCTD as the case may be.

This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

- 9) Severability: should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect; provided that, the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

MARIN COUNTY TRANSIT DISTRICT

TRANSPORTATION AUTHORITY OF  
MARIN

By \_\_\_\_\_  
Steve Kinsey, President

By \_\_\_\_\_  
Steve Kinsey, Chair

Approved as to legal form and content:

By \_\_\_\_\_  
Legal Counsel

By \_\_\_\_\_  
Legal Counsel

## ***Attachment 2***

### **RESOLUTION 2004-06**

#### **RESOLUTION OF THE TRANSPORTATION AUTHORITY OF MARIN FOR THE ALLOCATION OF MEASURE A, STRATEGY 1 FUNDS**

WHEREAS, Measure A provides 55% of sales tax proceeds, net of expenses for administration, debt service and bond issuance costs for Strategy 1; and

WHEREAS, Measure A requires the Marin County Transit District (MCTD) to provide a Short Range Transit Plan to the Transportation Authority of Marin (TAM) every two years. Measure A also requires TAM to develop a Strategic Plan every two years; and

WHEREAS, both MCTD and TAM will develop the process for these two plans with broad public input; and

WHEREAS, MCTD requires funding for existing transit programs during this plan development process. MCTD intends to enter into a contract with its current provider of fixed route service, Golden Gate Bridge, Highway and Transportation District (GGBHTD) for the period November 1, 2004 to April 30, 2006. The contract terms require that MCTD evaluate its options regarding the provision of local service, and states that both parties must make a decision on extending the contractual relationship by November 1, 2005. MCTD also intends to enter into a contract with its current provider of paratransit service, Marin Senior Coordinating Council, and to enter into a contract to continue the existing West Marin Stagecoach service for this same contract period; and

WHEREAS, MCTD will enter into a cooperative agreement regarding project funded under Measure A, Strategy 1 prior to receipt of funding.

NOW, THEREFORE, BE IT RESOLVED that the Transportation Authority of Marin does hereby approve the following allocations (dollars in thousands) of Measure A, Strategy 1 funds for the period November 1, 2004 to April 30, 2006:

Program	11/1/04 to 6/30/05	7/1/05 to 6/30/06
1	2,755	4,360
2	92	172
3	615	1,365
4	<u>0</u>	<u>0</u>
Total	3,462	5,897

PASSED AND ADOPTED this 18th day of November, 2004, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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Steve Kinsey, Chair

Attest:

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Craig Tackabery  
Executive Director